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AUTHOR	Margolin, Joseph B.
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ABSTRACT

These two lesson plans deal with the historical role of government in resisting and/or protecting the activities of organized labor and the goals and methods of both management and labor. They are multiclass activities and may be used alone or together. The first lesson plan provides materials for a trial to be conducted by the students. The topic is negotiating a new contract between teachers and a board of education. The main objective is to provide the students with an understanding of the needs of both government and organized labor and to teach them to weigh the interests of both government and organized labor with respect to societal requirements. The lesson plan is organized in this manner: materials, purposes, scenario, procedure, project roles, and special instructions. A partial list of source materials is attached to the plan, including 36 legal and 27 miscellaneous references. The second lesson plan provides materials for a negotiation activity. The objective is to teach students about collective bargaining as a process of decision making and compromise that is consistent with the economic development of a free enterprise economy. The lesson plan is organized in this manner: materials, preparatory steps, aims, procedures, and summary procedure. (YLB)

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Joseph B. Margolin

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TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

*Topic: The historical role of government in resisting and/or protecting the activities of organized labor.

The goals of management and its methods.

The goals of labor and its methods.

ORGANIZED LABOR IN THE UNITED STATES.

LABOR-MANAGEMENT RELATIONS.

*LESSON PLAN

The following is a plan for several class periods. The nature of the topic enables this activity to serve as a bridge between Objectives "B" and "C" of the tentative syllabus.

MATERIALS: When the trial is conducted, the class should be set up in courtroom fashion. This can be done with traditional class furniture or made more elaborate in conjunction with the purposes sought to be achieved by the teacher.

If the trial is conducted in an area where audibility is a factor, then the teacher should use microphones to amplify sound or instruct participants in the importance of projecting their voices in order to be heard.

PURPOSES:

(1) To gain an understanding of the needs of both government and organized labor; to be able to weigh the interests of both government and organized labor with respect to societal requirements.

(2) To gain an understanding of the statutory law regulating public employee labor organizations in New York State and related public policy considerations.

(3) To gain an understanding of the of the constitutional guarantees and limitations of the 14th Amendment to the United States Constitution.

(4) To gain a basic understanding of courtroom procedures within the general context of American jurisprudence.

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SCENARIO: Negotiations for a new contract between the teachers and the Board of Education of Clintonville, New York have been going on for three months. Recent financial and economic changes in the nation and state have caused economic difficulties for Clintonville. Unemployment has resulted along with increased inflation, increases in commercial and personal bankruptcies, and decreases in the sale of new homes and housing starts.

The teachers have been patient by agreeing to negotiate beyond the expiration of the collective bargaining agreement with an understanding that the new contract will be retroactive and that good faith negotiations will be exercised by all parties in the negotiations.

The teachers have refrained from any types of job actions or overt behavior not prohibited by existing legislation.

Nevertheless, economic conditions force the Governor to announce on October 1st that there must be substantial cuts in state and municipal services including staff reductions in all areas of public employment. The Board notifies the teachers at the negotiations session that they will be reducing the total number of the professional staff by 7% by eliminating teaching positions in non-required subject areas and by freezing present levels of employment. They further withdraw their most recent offer and announce that they will submit a new offer in one week reflecting the new economic considerations and projections.

The teachers immediately claim that the Board has not acted in good faith and that the Board has overstated the exigencies of the present fiscal situation. The teachers announce that they are withdrawing from negotiations and will strike in twenty-four hours unless the Board commences to negotiate in good faith from the last offer they submitted.

The Board announces that they are immediately going to court seeking a preliminary injunction against the teachers association alleging that irreparable harm will occur to the children if they are not able to attend regular classes and that a strike by teachers is a violation of law. The teachers announce that they will urge the court to deny the injunction in that the granting by the court of such an injunction will violate the equal protection clause of the Constitution of the United States and that the state law restricting strikes by public employees is thereby unconstitutional.

PROCEDURE: It is the responsibility of the class to conduct the trial. The teacher should be aware and make the students aware that great flexibility will be used in conducting the trial as the legal knowledge of the participants is very limited even with appropriate research. Furthermore it is more important to have the issues brought out in the class trial than to be encumbered with technical rules of jurisprudence.

Each student will be assigned a role to research. The teacher will introduce the students to appropriate research methods and sources in this regard. As the research is lengthy and detailed, student should receive about twelve weeks. Most of the research is done outside of class. The trial should be done as a culminating unit activity with the weight of a term project.

Students, who are assigned as witnesses, are responsible for researching throughly the role they have received. They should be informed that they will not be able to bring notes of any kind up with them to the witness stand. Although they will be expected to work cooperatively with their own attorneys (those representing respective positions of defendant and plaintiff), a great part of their grade will be determined by their responses under cross examination. Students should be informed that prior to the trial they do not work with attorneys that will be cross examining them.

Two students will be respectively appointed to the plaintiff's position and likewise two students will represent the defendant. It will be their tasks to work cooperatively with their own witnesses in developing the arguments promoting their positions. It should be emphasized to attorneys that a major part of their grade for the activity will be derived from their cross examination of opposition witnesses. They, of course, must research in depth those witnesses they are cross examining. Attorneys will be permitted to have notes with them at their tables. Attorneys should meet with the teacher regularly to discuss difficulties they may be encountering and to work on the development of questions for direct and cross examination. These meetings should occur on a regular basis in the weeks preceding the trial and should also include the reporting to the teacher of those witnesses not working closely and cooperatively with their own attorneys.

Those students not assigned a specific role nor assigned to be an attorney are to serve on the jury. Jurors will hear all testimony and weigh all evidence presented during the trial. At the conclusion of the trial each juror will be expected to deliver in writing and orally a detailed explanation of their verdict based solely on the information brought up at the trial.

The Judge for the trial will be the teacher. If the school has a law related education program, it would be particularly preferable to request assistance for the position of judge from either the professional staff in the law related program or from qualified students. Teachers, who assume the role of judge, must become familiar with basic courtroom procedures and rules of evidence. The use of physical evidence should be discouraged in the trial.

The teacher will supply a partial list of source material for students and make such material available for students in the school library on reserve.

The caption of the case is the following:

BOARD OF EDUCATION, CLINTONVILLE UNION FREE SCHOOL DISTRICT v. CLINTONVILLE TEACHERS ALLIANCE

**PROJECT ROLES:

Attorneys for Bd. of Education (2) - Plaintiff (P)
Attorneys for Teachers (2) - Defendant (D)
President of the Bd. of Education (P)
President of the Teachers Alliance (D)
President of umbrella PTA organization in district (P)
Representative of Public Employment Relations Board (P)
Three students representing difference segments (P & D)
of student population
Representative of Governor (P)
Three parents representing totally different socio-economic elements of district population (P & D)
Prosecution expert on 14th Amendment (P)
Defense expert on 14th Amendment (D)
President of State Teachers Union (D)

**Indicates position in trial.

SPECIAL INSTRUCTIONS: The trial should take between four and seven class periods. Witnesses should be informed that they are presumed to have been sworn to tell the truth. The trial will generally proceed in the following manner:

1) Introduction of Judge (Judge will briefly state why a trial has been scheduled.)
2) Opening statement by Plaintiff
3) Opening statement by Defendant
4) Plaintiff's Case with Cross Examination of plaintiff's witnesses by defendant
5) Defendant's Case with Cross Examination of defendant's witnesses by plaintiff.
6) Closing Statement by Defendant
7) Closing Statement by Plaintiff
8) Verdicts of Jurors

A partial list of source materials is attached to this plan. Teachers are encouraged to make additions, deletions, and substitutions wherever they believe it to be appropriate. Many of the items can only be found in libraries where there are law related educational materials. A law library would also include the materials listed. Local libraries and local law schools should be contacted by the teacher in order to secure their cooperation.

It is also helpful to obtain qualified speakers where appropriate to explain procedures involved in the project. Often members of students' families are able to assist such as attorneys, judges, or individuals involved in the judicial system.

Students should be encouraged to interview persons with specific knowledge and expertise in the problem examined by the project or in the procedure utilized. Students should be informed to tell the teacher of such interviews prior to the interview and student should proceed in this regard subject to teacher approval. This last procedure involves the community as a resource and enables the students to develop other mechanical skills related to language arts and personality development.

Teachers will provide all students with appropriate statutory law and devote some class time to make sure that it is understood by all participants.

CASES

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LABOR-MANAGEMENT RELATIONS

LESSON PLAN

The following is a plan for several class periods. The nature of the activity makes it possible for the teacher to extend or abbreviate the length to accommodate the needs of the entire unit.

MATERIALS: Two (2) copies of successive teacher collective bargaining agreements; copy of school district budget; most recent government statistics of key economic indicators; statistics, if available, of local economic indicators

PREPARATORY STEPS: (1) Students are made aware of various forms of municipal funding of public education. They are required to familiarize themselves with the method utilized by their community.

(2) Students are advised to discover those items in local budgets subject to local control where school districts vote on school budgets. Students should attempt to determine those items in a school district collective bargaining agreement that are non-negotiable.

(3) The class is divided into small groups with three (3) to four (4) students representing the school board negotiating unit and three (3) to four (4) students representing members of the teachers association collective bargaining team.

(4) Students, who represent the board of education, are asked to analyze the economic resources of the community and specific economic strengths and weaknesses. (For example, students should determine whether there is a strong and/or growing industrial or commercial base for tax purposes or whether the community is primarily residential with an aging population with many families no longer having children in the public schools.)

(5) Students, who represent the teachers association members, are asked to ascertain the economic changes that have occurred since the last contract and whether their demands reflect changing economic conditions and the ability of the community to meet the demands. (For example, students determine whether the cost of living has increased and how best a new contract can protect the present standard of living of the members and encourage economic gains. This requires decision-making with respect to emphasis on fringe benefits as opposed to emphasis on job security or wage increases.)

(6) Students are given copies of previous contract between the teachers and the board of education, and are asked to familiarize themselves with format and specific information with respect to categories. (In order to expedite the activity the teacher may focus student attention on what are generally regarded as key sections of the agreement. Explanations should also be given to technical terms such as: tenure, seniority, class

size-teacher ratio, etc.)

AIMS: (1) Why is collective bargaining a process of decision-making and compromise?

(2) How is collective bargaining consistent with the economic development of a free enterprise economy?

(3) Why is collective bargaining essential to the competitive nature of a free market economy?

PROCEDURES: I. Students meet initially with their own assigned groups to develop a course of action. They are to determine their negotiating positions after a review of the factors in the preparatory stages and the present contract between the board of education and teachers association.

II. This is the initial meeting between the negotiating committee and the teachers association bargaining committee. Each side presents their offer and/or demands. This is a brief meeting with an adjournment in order for the respective sides to meet and discuss the offer they have received and the reaction they may have received to their offer.

III. The respective sides have now been instructed that they must come up with a negotiated agreement within two (2) to three (3) class periods (teacher should use discretion). Students have been told that the length of their negotiation session(s) is determined by them and that they make make decisions to meet privately to discuss the status of the negotiations, review counteroffers, formulate new demands, or to discuss modifications of their offer or new stategies to be implemented.

IV. Students are to present a signed contract agreed to between the parties. Students have been told that the inability to arrive at such an agreement means that a strike or lockout (only appropriate if non-governmental employer) has occurred. Students must reasonably justify this contingency or face the serious consequences of a breakdown in the system. (Teacher should use evaluations in this regard.) Each side must present to the teacher a written statement detailing the failure of the respective sides to arrive at an agreement.

Teams that have succeeded are expected to explain the written agreement submitted by their group and to discuss orally in class the major difficulties

encountered in the process and how they were resolved. In order to expedite this part of the activity it is advisable that each side select one spokesperson.

V. Students are provided with appropriate data from the actual contract subsequently arrived at by the real parties in the district. Students are then able to see how practical or realistic their approach and negotiations were with respect to the actual agreement.

SUMMARY PROCEDURE: Students discuss, define and describe the following concepts in class:

(a) collective bargaining
(b) fringe benefits
(c) working conditions
(d) salary
(e) retirement incentives
(f) job security
(g) dismissal
(h) due process
(i) recall
(j) non-negotiable items
(k) strike
(l) lockout

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*NOTE: This is a process oriented activity and not meant to incorporate all aspects of labor and the development of unions. Certain items such as "job actions" can be incorporated into this activity if time is provided.

Prior readings and the depth of the negotiations should be determined by the grade level of the students who participate.

Subsequent to the activity special attention should be given to differences between employees of the private and public sector and the availability of options in this regard. Students should be made aware of variations from state to state in this country.